

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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| Applicant:    | Ferrara et al.  | Examiner:         | Huynh, Phuong N. |
| Serial No.:   | 10/692,299  | Group Art Unit:   | 1644             |
| Filed:        | October 22, 2003  | Docket No.:       | 11669.139USC1    |
| Customer No.: | 23552   | Confirmation No.: | 9503             |
| Title:        | EG-VEGF NUCLEIC ACIDS AND POLYPEPTIDES AND METHODS OF USE |                   |                  |

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| Filed EFS-WEB |
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TERMINAL DISCLAIMER TO OBLIGATE  
A DOUBLE PATENTING REJECTION

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Dear Sir:

Petitioner, Genentech, Inc., a corporation organized and existing under the laws of the State of Delaware and having its primary place of business at One DNA Way, San Francisco, California 94080, in the county of San Mateo, and the state of California represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 10/692,299, filed on October 22, 2003 and entitled EG-VEGF NUCLEIC ACIDS AND POLYPEPTIDES AND METHODS OF USE, by virtue of our assignment recorded at Reel 012266, Frame(s) 0426.

Petitioner, Genentech, Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 7,119,177 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 7,119,177, this agreement to run with any patent granted on the above-

identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of United States Patent No. 7,119,177, in the event that United States Patent No. 7,119,177 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

MERCHANT & GOULD P.C.  
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Eric E. DeMaster  
Reg. No. 55,107  
EED:jrm

Date: April 11, 2008

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PATENT TRADEMARK OFFICE